

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT CODE 12	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 60	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	PS33-MGD	7. ADMINISTERED BY (If other than Item 6) CODE	PS33	
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		MSFC Adm: 33-MGD/Lee Whalen 256-544-4805 lee.c.whalen@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Hernandez Engineering, Inc. 16055 Space Center Boulevard, Suite 725 Houston TX 77062		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-00179	
			10B. DATED (SEE ITEM 13) 10/01/00	
CODE	FACILITY CODE 2Y303			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14,
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Changes Clause and Mutual Agreement Between Both Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return three (3) original copies to the issuing office.

	Negotiated Est. Cost	Potential Award Fee	Earned Metric Eval. Fee	Earned Performance Eval. Fee	Contract Value	Total Sum Allotted
Previous	\$46,767,753	\$689,849	\$811,213	1,271,292	\$49,540,107	\$41,620,001
This Mod	336,937	20,620	-0-	-0-	\$ 357,557	-0-
New Total	\$ 47,104,690	\$710,469	\$811,213	\$1,271,292	\$49,897,664	\$41,620,001

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lee C. Whalen, Jr. Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA B Y	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this modification is to incorporate the requirements set forth in Technical Directive Control No. 145 and No. 147 into the Statement of Work at an increase in the estimated cost, potential award fee, and contract value of **\$336,937, \$20,620 and \$357,557**, respectively. The negotiated increases in the estimated cost, potential award fee, potential performance evaluation fee, potential metrics evaluation fee and total for option year no. 4 are **\$336,937, \$20,620, \$12,372, \$8,248 and \$357,557**, respectively. The negotiated composite direct labor rate set forth in the Metrics Evaluation Plan for Option year 4 is changed from (b)(4) to (b)(4)

Accordingly, the contract is changed in the following particulars.

All changes are indicated in **BOLD**.

1. Clause B.2 CONTRACT COST AND FEES paragraph (b) is deleted in its entirety and the following is substituted in lieu thereof:

"B.2 CONTRACT COST AND FEES

(b) A summary of the estimated cost and fees for the performance of work under this contract is as follows:

	<u>Previous Amount</u>	<u>Adjusted this Mod</u>	<u>New Total</u>
<u>Estimated Cost</u>	\$46,767,753	\$336,937	\$47,104,690
<u>Potential Award Fee(s)</u>	689,849	20,620	710,469
<u>Potential Performance Eval Fee (60%)</u>	413,909	12,372	426,281
<u>Potential Metrics Eval. Fee (40%)</u>	274,940	8,248	284,188
Earned Performance Eval. Fee	1,271,292	0	1,271,292
Earned Metric Eval. Fee	<u>811,213</u>	<u>0</u>	<u>811,213</u>
Total	\$49,540,107	\$357,557	\$49,897,664

(c) Estimated cost and fees applicable to each option period are set forth below:

Option No.	Period Covered	Estimated Cost	Performance Evaluation Fee	Metrics Evaluation Fee	Total Option Value
1	10/01/01-09/30/02	\$7,863,911	\$ 280,979	\$ 134,761	\$ 8,279,651
2	10/01/02-09/30/03	9,185,356	330,555	224,867	9,740,778
3	10/01/03-09/30/04	11,922,423	437,803	291,870	12,652,096
4	10/01/04-09/30/05	11,608,672	\$426,281	\$ 284,188	\$12,319,141

(End of clause)"

2. Appendix F, Changes to Specifications and the Statement of Work, is hereby deleted in its entirety and the revised Appendix F, shown on enclosed replacement page J-1-38 is substituted in lieu thereof.

3. The Negotiated Composite Direct Labor Rate (CDLR) table set forth in Attachment J-4 Section B, METRICS EVALUATION PLAN (MEP), is hereby deleted in its entirety and the revised table, shown on enclosed **replacement page J-4B-10**, is substituted in lieu thereof.

4. Clause B.3 AWARD FEE FOR SERVICE CONTRACTS (1852.216.76) (MAR 1998), paragraphs (e)1. and 2. are hereby deleted in their entirety and the following is substituted in lieu thereof:

"B.3 AWARD FEE FOR SERVICE CONTRACTS (1852.216.76) (MAR 1998)"

1. Summary of Potential and Earned Performance Evaluation Fee.

Award Fee Period	<u>Original Amount Available</u>	<u>Performance Eval. Fee Earned</u>	<u>Mod No.</u>
10/01/00 - 03/31/01	\$ 117,545.00	\$ 111,079.00	Mod 07
04/01/01 - 09/30/01	\$ 122,030.00	\$ 117,881.00	Mod 15
10/01/01 - 09/30/02	\$ 288,776.00	\$ 280,979.00	Mod 28
10/01/02 - 09/30/03*	\$ 337,301.00	\$ 330,555.00	Mod 45
10/01/03 - 09/30/04	\$ 437,803.00	\$ 430,798.00	Mod 58
10/01/04 - 09/30/05	\$ 426,281.00		
Total	\$ 1,729,736.00	\$ 1,271,292.00	

2. Summary of Potential and Earned Metrics Evaluation Fee.

<u>Period</u>	<u>Available</u>	<u>Eval. Fee Earned</u>	<u>Mod No.</u>
10/01/00 -			
03/31/01	\$78,362.00	\$ 78,362.00	Mod 07
04/01/01 -			
09/30/01	\$81,353.00	\$ 81,353.00	Mod 15
10/01/01 -			
09/30/02	\$192,516.00	\$ 134,761.00	Mod 28
10/01/02 -			
09/30/03	\$224,867.00	\$ 224,867.00	Mod 45
10/01/03 -			
09/30/04	\$291,870.00	\$ 291,870.00	Mod 58
10/01/04 -			
09/30/05	\$284,188.00		
Total	\$1,153,156.00	\$ 811,213.00	

(End of Clause)"

5. CONTRACTOR'S RELEASE STATEMENT

In consideration of the modification(s) agreed to herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the contract change(s) and/or contractor proposal(s) listed below, including all other subsequent proposal updates, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said contract change(s) and/or contractor proposal(s), and for such additional obligations as may be required by this modification.

Contract

Change Identification

Modification 60

Task Directive Control Number: 145 and 147

Contract

Proposal Number

HEI Proposal No.: 017-012805-TC (TD 145) dated January 28, 2005 (as Modified March 22, 2005) and 029-031605-TC (TD 147) dated March 16, 2005.

(End of change order)

Period	Negotiated Composite Direct Labor Rate (CDLR)
(b)(4)	

A performance-based metric will be used to score the contractor's achievement of cost performance criteria. The metric will be the composite actual fully burdened labor rate, in comparison to the composite fully burdened negotiated labor rate for the contract period.

SUCCESSFUL PERFORMANCE (Cost Criterion): Successful performance of the cost performance criterion is defined by the effective management of the actual incurred, fully burdened, direct labor cost in comparison to the negotiated, fully burdened, direct labor rate. If, during the evaluation period, the contractor's cost performance results in an actual incurred rate that is 95 percent or less in comparison to the fully burdened direct labor negotiated for the contract, the contractor will be entitled to the full 30 percent of the fee potential for this cost performance criterion. The maximum allowable defect rate (MADR) for the cost performance criterion is an actual incurred rate that is .95 when compared to the negotiated direct labor cost rate. If the contractor fails to control the actual incurred direct labor cost rate and it exceeds the negotiated direct labor cost rate, the full 30 percent fee potential for this criterion will be forfeited.

The table below relates cost performance to the potential fee deductions that will apply above the MADR of 0.95:

Actual Incurred Rate (AIR) Divided By Negotiated Rate for the Period	Deduction in Potential Cost Performance Fee
< 0.95	0%
If ≥ 0.95 but < 0.96	10%
If ≥ 0.96 but < 0.97	20%
If ≥ 0.97 but < 0.98	30%
If ≥ 0.98 but < 0.99	40%
If ≥ 0.99 but ≤ 1.0	50%
> 1.0	100%

Annual determinations against the cost performance criterion will occur at completion of the base period and, as applicable, each option period of the contract (i.e. periods 2, 4, 6, 8, and 10).